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July 30, 1993

**BY MESSENGER**

Mr. Sidney L. Strickland Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth St. and Constitution Ave., N.W.  
Washington, D.C. 20423

RECORDATION NO. 8012-C FILED 1425

III 30 1993 2-30 PM

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed an original and one fully executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is Amendment No. 3 to Security Agreement-Trust Deed, a secondary document, dated July 30, 1993.

The primary document to which this is connected is recorded under Recordation No. 8012.

The names and addresses of the parties to the document are as follows:

Debtor: Trust Company for USL, Inc., as Trustee  
under U.C. Trust No. 11  
1211 West 22nd Street  
Oak Brook, Illinois 60521

Secured Party: Mellon Bank, N.A.  
(successor to Harris Trust and Savings Bank)  
Two Mellon Bank Center  
Pittsburgh, Pennsylvania 15259

A description of the equipment covered by the document is set forth in Annex A attached to this letter and made a part hereof.

*Handwritten signature: Anthony R. Thompson*

Mr. Sidney L. Strickland, Jr.  
July 19, 1993  
Page 2

A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Barbara B. Powell, Thompson & Mitchell, 700 14th Street, N.W., Suite 900, Washington, D.C. 20005.

A short summary of the document to appear in the index follows:

Amendment No. 3 to Security Agreement-Trust Deed, with Recordation number 8012, dated July 30, 1993 between the Debtor and the Secured Party and covering one hundred eighty-seven (187) tank cars, road numbers RAIX 7015-7030, 7032-7043, 2500-2539, 6401-6411, 6413-6429, 6433-6449, 6451-6454, 9077-9093, 9095-9101, 9103-9120, 6378, 6380-6400, 713-718, inclusive.

Very truly yours,

THOMPSON & MITCHELL

*Barbara B. Powell*

By

Barbara B. Powell  
Attorney for the parties

Attachment and Enclosures

Annex A

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS (RAIX)</u>
28	DOT111a100w4 Tank Cars	7015-7030,7032-7043
40	DOT105A200W Tank Cars	2500-2539
49	DOT111A100W1 Tank Cars	6401-6411,6413-6429,6433-6449,6451-6454
42	DOT111A60ALW1 Tank Cars	9077-9093,9095-9101,9103-9120
22	DOT111100W1 Tank Cars	6378,6380-6400
6	AAR204W Tank Cars	713-718

JUL 30 1993 2-30 PM

## AMENDMENT NO. 3 TO

## SECURITY AGREEMENT - TRUST DEED INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 3 TO SECURITY AGREEMENT - TRUST DEED dated July 30, 1993 ("Amendment No. 3") between TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as trustee under the Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975, among it, United States Leasing International, Inc., a Delaware corporation (formerly a California corporation), as agent for the trustee, and Ford Motor Credit Company, a Delaware corporation, the trustor named therein ("Debtor") and MELLON BANK N.A., a national banking association (successor to HARRIS TRUST AND SAVINGS BANK, an Illinois corporation), as secured party ("Secured Party").

R E C I T A L S:

WHEREAS, the Debtor and the Secured Party entered into the Security Agreement - Trust Deed dated as of February 1, 1975 (the "Original Security Agreement"), which provided for the creation of an issue of 9% Secured Notes in the aggregate principal amount not to exceed \$25,700,000 (the "Original Notes"), in order to aid in the financing of certain railroad and marine equipment; and

WHEREAS, the Debtor and the Secured Party entered into First Supplement dated as of September 1, 1976 ("First Supplement") to reconvey and confirm the security interest created by the Original Security Agreement in the railroad equipment; and

WHEREAS, the Debtor and the Secured Party entered into First Amendment to Security Agreement dated as of September 4, 1984 ("Amendment No. 1") to reflect the resignation of Harris Trust and Savings Bank and the appointment of Mellon Bank, N.A., as the secured party under the Original Security Agreement; and

WHEREAS, the Debtor and the Secured Party entered into Amendment No. 2 to Security Agreement - Trust Deed dated July 30, 1993 ("Amendment No. 2", and together with the Original Security Agreement, First Supplement and Amendment No. 1, herein called the "Amended Security Agreement", and together with this Amendment No. 3, herein called the "Security Agreement") to provide for the issuance of Additional Notes in connection with the prepayment of the Original Notes; and

WHEREAS, after giving effect to the mandatory payment of Notes scheduled for July 30, 1993, immediately prior to the execution and delivery of this Amendment No. 3, \$8,190,022.86 principal amount of the Original Notes will be outstanding, all

of which have been duly called for prepayment pursuant to Section 5.01 of the Amended Security Agreement, and upon deposit on the date hereof by the Debtor with the Secured Party of funds sufficient for the payment thereof on July 30, 1993 (including interest to such date, together with premium thereon), the Original Notes will no longer be entitled to the benefits of the Amended Security Agreement; and

WHEREAS, on the date hereof, simultaneous with the prepayment of the Original Notes, the Debtor is selling the Vessels (as such term is defined in the Amended Security Agreement) to the Company (as such term is defined in the Amended Security Agreement), releasing the Vessels as security under the Amended Security Agreement, satisfying and discharging the Mortgages (as such term is defined in the Amended Security Agreement) and terminating the Charter (as such term is defined in the Amended Security Agreement); and

WHEREAS, in accordance with Section 2.09 of the Amended Security Agreement, the Debtor desires to supplement the Amended Security Agreement to provide for the issuance of the Additional Notes relating to the Railroad Equipment (as such term is defined in the Amended Security Agreement) in the aggregate principal amount of \$2,447,163.42 and that the security interests remaining under the Security Agreement shall, after redemption of the Original Notes and the issuance of the Additional Notes, be for the benefit, mortgage and security of the holders of the Additional Notes; and

WHEREAS, the Debtor is duly authorized under all applicable provisions of law to issue the Additional Notes, to execute and deliver this Amendment No. 3 and to continue the grant to the Secured Party of the remaining Collateral; and

WHEREAS, all actions, including any required authorizations by the trustor under the Trust Agreement and all consents, approvals and other authorizations of or by governmental authorities required therefor, have been duly taken or obtained; and

WHEREAS, the capitalized terms used in this Amendment No. 3, unless otherwise expressly provided for herein or unless the context otherwise requires, shall have the respective meanings specified in the Amended Security Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

#### GRANTING CLAUSE

The Debtor hereby reconfirms for the benefit of the holders of the Additional Notes and the Secured Party the sale,

conveyance, warrant, mortgage, assignment, pledge and grant of a security interest in, and hypothecation unto, the Secured Party, its successors in trust and assigns, forever, the Collateral remaining after the sale of the Vessels, the satisfaction of the Mortgages and the termination of the Charters. In addition, in order to secure the equal and pro rata payment of the principal of and interest and premium, if any, upon the Additional Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all the covenants contained in the Additional Notes, the Security Agreement and the Loan Agreements, the Debtor does hereby sell, convey, warrant, mortgage, assign, pledge and grant a security interest in, and hypothecate unto the Secured Party, its successors in trust and assigns, forever, all right, title and interest of the Debtor in the Guaranty Agreement (as hereafter defined). Any reference to Collateral made in the Security Agreement or any of the Operative Agreements shall be hereafter deemed to include: (i) the Railroad Equipment described in Schedule A to the Original Security Agreement; (ii) all right, title, interest, claims and demands of the Debtor as lessor under the Lease, including all extensions of the term of the Lease, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Lease, subject to Excepted Rights in Collateral; (iii) all right, title, interest, claims and demands of the Debtor in, to and under Section 6 of the Tax Indemnity Agreement, including without limitation the right to receive the purchase price of the Railroad Equipment or of the interest of the Trustor therein pursuant to said Section 6; and (iv) all right, title, interest, claims and demands of the Debtor in, to and under the Guaranty dated as of July 30, 1993 given by Union Carbide Corporation for the benefit of Union Carbide Chemicals and Plastics Company Inc. and extended to the Debtor (the "Guaranty Agreement").

## ARTICLE FIRST

### ADDITIONS, DELETIONS AND AMENDMENTS TO THE AMENDED SECURITY AGREEMENT

(a) Recital A of the Amended Security Agreement is hereby amended by adding at the end of the first sentence the following:

"which shall be substantially in the form of the schedules attached to Amendment No. 3 to the Security Agreement-Trust Deed between Trustee and Secured Party dated July 30, 1993 ('Amendment No. 3')."

(b) On and after the sale of the Vessels by the Debtor to the Company, the paragraph immediately following the

recitations on page 1 of the Original Security Agreement is hereby deleted.

(c) On and after the sale of the Vessels by the Debtor to the Company, the first paragraph of Section 1 is hereby amended by deleting the reference to Section 1.01 and the words "together with the Mortgages" in the parenthetical.

(d) On and after the sale of the Vessels by the Debtor to the Company, Section 1.01 is hereby deleted in its entirety.

(e) On and after the sale of the Vessels by the Debtor to the Company, all references to "Charter", "Vessel", "Vessels", Periodic Charter Hire or Charter Supplements throughout the Amended Security Agreement are hereby deleted and the Sections of the Amended Security Agreement shall be read without reference to such terms.

(f) Section 2.01 of the Amended Security Agreement is hereby amended by deleting the phrase "Exhibit 1A and Exhibit 1B to the Loan Agreements" and substituting the phrase "Schedules A, B, C and D to Amendment No. 3" therefor.

(g) A new section is hereby added to the Amended Security Agreement immediately following Section 2.09 to read as follows:

**"2.10. Trust No. 11 - 1993 Series Notes.** In accordance with the provisions of Section 2.09 hereof, the Debtor hereby authorizes the issuance of \$2,447,163.42 aggregate principal amount of promissory notes to be designated as its 'Trust No. 11 Railroad Equipment Notes - 1993 Series' ("Trust No. 11 - 1993 Series Notes", which Trust No. 11 - 1993 Series Notes shall hereinafter be included within the definition of 'Additional Notes' under Section 2.09 hereof). The Trust No. 11 - 1993 Series Notes shall be issuable in series designated 'Series A Notes', 'Series B Notes', 'Series C Notes' and 'Series D Notes'. Each series of the Trust No. 11 - 1993 Series Notes is to be dated the date of issue, is to bear interest at the rate of 6.55% per annum prior to maturity, and shall be payable semiannually on the thirtieth day of January and July in each year, and to be otherwise substantially in the forms (with appropriate insertions) attached as Schedule A, Schedule B, Schedule C or Schedule D, respectively, to Amendment No. 3. The Series A Notes are to be expressed to mature in 14 installments of principal in the respective amounts set forth in Schedule A to Amendment No. 3, payable on January 30, 1994 and on the thirtieth day of each January and July thereafter, to and including July 30, 2000. The Series

B Notes are to be expressed to mature in 15 installments of principal in the respective amounts set forth in Schedule B to Amendment No. 3, payable on January 30, 1994 and on the thirtieth day of each January and July thereafter, to and including January 30, 2001. The Series C Notes are to be expressed to mature in 16 installments of principal in the respective amounts set forth in Schedule C to Amendment No. 3, payable on January 30, 1994 and on the thirtieth day of each January and July thereafter, to and including July 30, 2001. The Series D Notes are to be expressed to mature in 18 installments of principal in the respective amounts set forth in Schedule D to Amendment No. 3, payable on January 30, 1994 and on the thirtieth day of each January and July thereafter to and including July 30, 2002."

(h) Section 5.01 is hereby amended by inserting before the word "Notes" the word "Original".

(i) Section 5.04 is hereby amended by deleting the reference therein to "9%" and inserting in lieu thereof "6.55%".

(j) A new section is hereby added to the Amended Security Agreement immediately following Section 5.08 to read as follows:

**"5.09. Voluntary Prepayment of Trust No. 11 - 1993 Series Notes.** The Debtor shall have the privilege of prepaying the Trust No. 11 - 1993 Series Notes in whole, but not in part, on January 30, 1994 or on any interest payment date thereafter, upon thirty days' prior written notice to the holder or holders thereof, by payment of the principal amount of the Trust No. 11 - 1993 Series Notes and accrued interest thereon to the date of prepayment, together with a premium equal to the following respective percentages of the principal amount being prepaid:

<u>If prepaid in the 12-month period beginning July 30</u>	<u>Premium (Percentage of Principal Amount)</u>
1993	3.0%
1994	3.0%
1995	3.0%
1996	2.0%
1997	2.0%
1998	2.0%
1999	1.0%



2000	1.0%
2001	1.0%
2002	none

Upon the giving of such notice, the aggregate principal amount of the Trust No. 11 - 1993 Series Notes shall become due on the date fixed for prepayment."

## ARTICLE SECOND

### MISCELLANEOUS

(a) The Secured Party accepts the modifications of the Amended Security Agreement hereby effected only upon the terms and conditions set forth in the Amended Security Agreement, as supplemented and amended by this Amendment No. 3. Without limiting the generality of the foregoing, the Secured Party shall not be responsible for the correctness of the recitals herein contained, which shall be taken as the statements of the Debtor and the Secured Party makes no representations as to the validity or the sufficiency of this Amendment No. 3.

(b) This Amendment No. 3 may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

(c) This Amendment No. 3 shall be construed with and as part of the Amended Security Agreement, as amended and supplemented hereby.

(d) The Amended Security Agreement, as amended and supplemented by this Amendment No. 3, is in all respects confirmed and shall, as so amended and supplemented, remain in full force and effect.

(e) **THIS AMENDMENT NO. 3 SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT THE PARTIES SHALL BE ENTITLED TO ALL RIGHTS CONFERRED BY APPLICABLE FEDERAL LAW.**

IN WITNESS WHEREOF, this Amendment No. 3 to Security Agreement - Trust Deed has been duly executed and delivered as of the day and year first above written.

TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as trustee under the Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975, Debtor

By: Bruce E. Blossat  
Bruce E. Blossat  
Vice President

MELLON BANK, N.A.,  
Secured Party

By: E.D. Renn  
E.D. Renn  
Assistant Vice President

CORPORATE ACKNOWLEDGEMENT

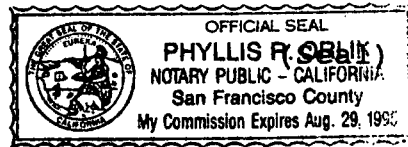
STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF SAN FRANCISCO   )

On July 28, 1993 before me, Phyllis R. Orlik  
personally appeared Bruce E. Blosat, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the instrument, the entity  
upon whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Phyllis R. Orlik  
(Notary)



CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA   )  
                                      )  
COUNTY OF ALLEGHENY            )

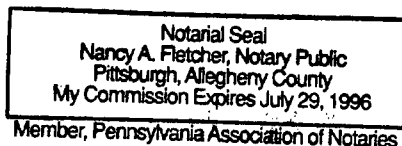
On July 29, 1993 before me, NANCY FLETCHER,  
personally appeared E.D. Renn, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and  
acknowledged to me that she executed the same in her authorized  
capacity, and that by her signature on the instrument, the entity  
upon whose behalf the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Nancy A. Fletcher  
(Notary)

(Seal)



Schedule A  
to  
Amendment No. 3  
to  
Security Agreement - Trust Deed

TRUST COMPANY FOR USL, INC.,  
As Trustee under U.C. Trust No. 11

6.55% TRUST NO. 11 RAILROAD EQUIPMENT NOTES - 1993 SERIES

Series A

Number R-1

\$167,308.08

July 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee (the "Trustee") under a Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975 (the "Trust Agreement") with United States Leasing International, Inc., a Delaware corporation (formerly a California corporation), as agent for the Trustee (the "Agent"), and Ford Motor Credit Company, a Delaware corporation (the "Trustor"), promises to pay to NATIONSBANC LEASING CORPORATION or registered assigns, the principal amount of ONE HUNDRED SIXTY SEVEN THOUSAND THREE HUNDRED EIGHT AND 08/100 DOLLARS (\$167,308.08) in installments as follows:

(i) thirteen (13) installments of principal in the respective amounts set forth below, payable on the thirtieth day of each January and July in each year, commencing January 30, 1994 to and including January 30, 2000, together with interest from and including the date hereof, to but not including January 30, 2000 at the rate of 6.55% per annum, computed on the basis of a 360-day year of twelve consecutive 30-day months (the "Bond Basis") on the unpaid principal hereof payable semiannually on the dates for payment of installments of principal set forth above:

<u>Payment No.</u>	<u>Amount of Payment</u>
1	\$ 8,838.10
2	9,235.81
3	9,651.42
4	10,085.73
5	10,539.59
6	11,013.87
7	11,509.50
8	12,027.43
9	12,568.66
10	13,134.25
11	13,725.29
12	14,342.93
13	14,988.36

; followed by

(ii) A final installment in an amount equal to the entire principal remaining unpaid as of said date, together with interest from and including January 30, 2000 to but not including July 30, 2000 at the rate of 6.55% per annum computed on the Bond Basis on the unpaid principal hereof payable on July 30, 2000 and to pay interest computed on the Bond Basis at the rate of 7.50% per annum on the principal of each of said installments from and after the maturity thereof, whether by acceleration or otherwise, until paid, provided that there shall be no interest due in respect of any of said installments for the period from and after the maturity thereof if the date of maturity thereof is not a business day and said installment is paid on the first business day following such date of maturity.

All payments of principal and interest on this Note shall be made at the principal office of Mellon Bank, N.A., Two Mellon Bank Center, Room 325, Pittsburgh, Pennsylvania 15259-0001, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 6.55% Trust No. 11 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement - Trust Deed, as amended, dated as of February 1, 1975 (the "Security Agreement"), entered into between Mellon Bank, N.A., a national banking association (the "Secured Party"), and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes, to all of the benefits and security provided for by or referred to in the

benefits and security provided for by or referred to in the Security Agreement and all supplemental Security Agreements executed pursuant to the Security Agreement, to which instruments reference is made for a statement thereof, including a description of the collateral, the nature and extent of the security and the rights of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with Lease Supplement numbered:

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal, premium, if any, and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date all in the events, on the terms and in the manner provided for in the Security Agreement. Certain prepayments may be made hereon at the option of the Trustee and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement.

It is expressly understood and agreed by and between the Trustee, the Trustor, the Secured Party, the Note Purchasers and any holder of this Note and their respective successors and assigns that neither the Note Purchasers nor the holder of any Note nor the Secured Party, nor the successors or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor or the Agent for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Trust Estate described in the Trust Agreement; and the Note Purchasers and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future subscriber to the capital stock or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the

case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Note Purchasers and the holders of the Notes agree to look solely to the Trust Estate described in the Trust Agreement, for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Trust Estate described in the Trust Agreement and any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement; provided further, that nothing in this paragraph shall be construed to limit in scope or substance any representation, warranty or agreement of the Trustee or the Trustor which pursuant to the express terms of the Trust Agreement is made by either of such parties in its individual capacity.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of February 1, 1975

By \_\_\_\_\_

Its \_\_\_\_\_

SECURED PARTY'S CERTIFICATE

This is one of the Notes of the series designated herein, referred to in the within-mentioned Security Agreement.

Dated: July 30, 1993

MELLON BANK, N.A.,  
as Secured Party

By: \_\_\_\_\_  
Authorized Officer

**NOTICE:**

**THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.**



Schedule B  
to  
Amendment No. 3  
to  
Security Agreement - Trust Deed

TRUST COMPANY FOR USL, INC.,  
As Trustee under U.C. Trust No. 11

6.55% TRUST NO. 11 RAILROAD EQUIPMENT NOTES - 1993 SERIES

Series B

Number R-1

\$1,184,988.74

July 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee (the "Trustee") under a Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975 (the "Trust Agreement") with United States Leasing International, Inc., a Delaware corporation (formerly a California corporation), as agent for the Trustee (the "Agent"), and Ford Motor Credit Company, a Delaware corporation (the "Trustor"), promises to pay to NATIONSBANC LEASING CORPORATION or registered assigns, the principal amount of ONE MILLION ONE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED EIGHTY EIGHT AND 74/100 DOLLARS (\$1,184,988.74) in installments as follows:

(i) fourteen (14) installments of principal in the respective amounts set forth below, payable on the thirtieth day of each January and July in each year, commencing January 30, 1994 to and including July 30, 2000, together with interest from and including the date hereof, to but not including July 30, 2000 at the rate of 6.55% per annum, computed on the basis of a 360-day year of twelve consecutive 30-day months (the "Bond Basis") on the unpaid principal hereof payable semiannually on the dates for payment of installments of principal set forth above:

Doc. 6(b)

<u>Payment No.</u>	<u>Amount of Payment</u>
1	\$ 57,016.85
2	59,582.61
3	62,263.83
4	65,065.70
5	67,993.66
6	71,053.37
7	74,250.77
8	77,592.06
9	81,083.70
10	84,732.47
11	88,545.43
12	92,529.97
13	96,693.82
14	101,045.04

; followed by

(ii) A final installment in an amount equal to the entire principal remaining unpaid as of said date, together with interest from and including July 30, 2000 to but not including January 30, 2001 at the rate of 6.55% per annum computed on the Bond Basis on the unpaid principal hereof payable on January 30, 2001 and to pay interest computed on the Bond Basis at the rate of 7.50% per annum on the principal of each of said installments from and after the maturity thereof, whether by acceleration or otherwise, until paid, provided that there shall be no interest due in respect of any of said installments for the period from and after the maturity thereof if the date of maturity thereof is not a business day and said installment is paid on the first business day following such date of maturity.

All payments of principal and interest on this Note shall be made at the principal office of Mellon Bank, N.A., Two Mellon Bank Center, Room 325, Pittsburgh, Pennsylvania 15259-0001, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 6.55% Trust No. 11 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement - Trust Deed, as amended, dated as of February 1, 1975 (the "Security Agreement"), entered into between Mellon Bank, N.A., a national banking association (the "Secured Party"), and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes, to all of the

benefits and security provided for by or referred to in the Security Agreement and all supplemental Security Agreements executed pursuant to the Security Agreement, to which instruments reference is made for a statement thereof, including a description of the collateral, the nature and extent of the security and the rights of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with Lease Supplement numbered:

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal, premium, if any, and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date all in the events, on the terms and in the manner provided for in the Security Agreement. Certain prepayments may be made hereon at the option of the Trustee and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement.

It is expressly understood and agreed by and between the Trustee, the Trustor, the Secured Party, the Note Purchasers and any holder of this Note and their respective successors and assigns that neither the Note Purchasers nor the holder of any Note nor the Secured Party, nor the successors or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor or the Agent for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Trust Estate described in the Trust Agreement; and the Note Purchasers and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future subscriber to the capital stock or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the

case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Note Purchasers and the holders of the Notes agree to look solely to the Trust Estate described in the Trust Agreement, for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Trust Estate described in the Trust Agreement and any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement; provided further, that nothing in this paragraph shall be construed to limit in scope or substance any representation, warranty or agreement of the Trustee or the Trustor which pursuant to the express terms of the Trust Agreement is made by either of such parties in its individual capacity.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of February 1, 1975

By \_\_\_\_\_

Its \_\_\_\_\_

SECURED PARTY'S CERTIFICATE

This is one of the Notes of the series designated herein, referred to in the within-mentioned Security Agreement.

Dated: July 30, 1993

MELLON BANK, N.A.,  
as Secured Party

By: \_\_\_\_\_  
Authorized Officer

**NOTICE:**

**THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.**

Schedule C  
to  
Amendment No. 3  
to  
Security Agreement - Trust Deed

TRUST COMPANY FOR USL, INC.,  
As Trustee under U.C. Trust No. 11

6.55% TRUST NO. 11 RAILROAD EQUIPMENT NOTES - 1993 SERIES

Series C

Number R-1

\$815,811.74

July 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee (the "Trustee") under a Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975 (the "Trust Agreement") with United States Leasing International, Inc., a Delaware corporation (formerly a California corporation), as agent for the Trustee (the "Agent"), and Ford Motor Credit Company, a Delaware corporation (the "Trustor"), promises to pay to NATIONSBANC LEASING CORPORATION or registered assigns, the principal amount of EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED ELEVEN AND 74/100 DOLLARS (\$815,811.74) in installments as follows:

(i) fifteen (15) installments of principal in the respective amounts set forth below, payable on the thirtieth day of each January and July in each year, commencing January 30, 1994 to and including January 30, 2001, together with interest from and including the date hereof, to but not including January 30, 2001 at the rate of 6.55% per annum, computed on the basis of a 360-day year of twelve consecutive 30-day months (the "Bond Basis") on the unpaid principal hereof payable semiannually on the dates for payment of installments of principal set forth above:

<u>Payment No.</u>	<u>Amount of Payment</u>
1	\$35,909.50
2	37,525.43
3	39,214.07
4	40,978.71
5	42,822.75
6	44,749.77
7	46,763.51
8	48,867.87
9	51,066.92
10	53,364.93
11	55,766.36
12	58,275.84
13	60,898.26
14	63,638.68
15	66,502.42

; followed by

(ii) A final installment in an amount equal to the entire principal remaining unpaid as of said date, together with interest from and including January 30, 2001 to but not including July 30, 2001 at the rate of 6.55% per annum computed on the Bond Basis on the unpaid principal hereof payable on July 30, 2001 and to pay interest computed on the Bond Basis at the rate of 7.50% per annum on the principal of each of said installments from and after the maturity thereof, whether by acceleration or otherwise, until paid, provided that there shall be no interest due in respect of any of said installments for the period from and after the maturity thereof if the date of maturity thereof is not a business day and said installment is paid on the first business day following such date of maturity.

All payments of principal and interest on this Note shall be made at the principal office of Mellon Bank, N.A., Two Mellon Bank Center, Room 325, Pittsburgh, Pennsylvania 15259-0001, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 6.55% Trust No. 11 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement - Trust Deed, as amended, dated as of February 1, 1975 (the "Security Agreement"), entered into between Mellon Bank, N.A., a national banking association (the "Secured Party"), and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes, to all of the benefits and security provided for by or referred to in the Security Agreement and all supplemental Security Agreements executed pursuant to the Security Agreement, to which instruments reference is made for a statement thereof, including a description of the collateral, the nature and extent of the security and the rights of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with Lease Supplement numbered:

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal, premium, if any, and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date all in the events, on the terms and in the manner provided for in the Security Agreement. Certain prepayments may be made hereon at the option of the Trustee and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement.

It is expressly understood and agreed by and between the Trustee, the Trustor, the Secured Party, the Note Purchasers and any holder of this Note and their respective successors and assigns that neither the Note Purchasers nor the holder of any Note nor the Secured Party, nor the successors or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor or the Agent for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Trust Estate described in the Trust Agreement; and the Note Purchasers and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future



subscriber to the capital stock or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Note Purchasers and the holders of the Notes agree to look solely to the Trust Estate described in the Trust Agreement, for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Trust Estate described in the Trust Agreement and any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement; provided further, that nothing in this paragraph shall be construed to limit in scope or substance any representation, warranty or agreement of the Trustee or the Trustor which pursuant to the express terms of the Trust Agreement is made by either of such parties in its individual capacity.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of February 1, 1975

By \_\_\_\_\_

Its \_\_\_\_\_

SECURED PARTY'S CERTIFICATE

This is one of the Notes of the series designated herein, referred to in the within-mentioned Security Agreement.

Dated: July 30, 1993

MELLON BANK, N.A.,  
as Secured Party

By: \_\_\_\_\_  
Authorized Officer

**NOTICE:**

**THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.**

Schedule D  
to  
Amendment No. 3  
to  
Security Agreement - Trust Deed

TRUST COMPANY FOR USL, INC.,  
As Trustee under U.C. Trust No. 11

6.55% TRUST NO. 11 RAILROAD EQUIPMENT NOTES - 1993 SERIES

Series D

Number R-1

\$279,054.86

July 30, 1993

FOR VALUE RECEIVED the undersigned, TRUST COMPANY FOR USL, INC., not individually but solely as Trustee (the "Trustee") under a Trust Agreement (U.C. Trust No. 11) dated as of February 1, 1975 (the "Trust Agreement") with United States Leasing International, Inc., a Delaware corporation (formerly a California corporation), as agent for the Trustee (the "Agent"), and Ford Motor Credit Company, a Delaware corporation (the "Trustor"), promises to pay to NATIONSBANC LEASING CORPORATION or registered assigns, the principal amount of TWO HUNDRED SEVENTY NINE THOUSAND FIFTY FOUR AND 86/100 DOLLARS (\$279,054.86) in installments as follows:

(i) seventeen (17) installments of principal in the respective amounts set forth below, payable on the thirtieth day of each January and July in each year, commencing January 30, 1994 to and including January 30, 2002, together with interest from and including the date hereof, to but not including January 30, 2002 at the rate of 6.55% per annum, computed on the basis of a 360-day year of twelve consecutive 30-day months (the "Bond Basis") on the unpaid principal hereof payable semiannually on the dates for payment of installments of principal set forth above:

Doc. 6(d)

<u>Payment No.</u>	<u>Amount of Payment</u>
1	\$10,391.33
2	10,858.94
3	11,347.59
4	11,858.23
5	12,391.85
6	12,949.49
7	13,532.21
8	14,141.16
9	14,777.52
10	15,442.50
11	16,137.42
12	16,863.60
13	17,622.46
14	18,415.47
15	19,244.17
14	20,110.16
17	21,015.12

; followed by

(ii) A final installment in an amount equal to the entire principal remaining unpaid as of said date, together with interest from and including January 30, 2002 to but not including July 30, 2002 at the rate of 6.55% per annum computed on the Bond Basis on the unpaid principal hereof payable on July 30, 2002 and to pay interest computed on the Bond Basis at the rate of 7.50% per annum on the principal of each of said installments from and after the maturity thereof, whether by acceleration or otherwise, until paid, provided that there shall be no interest due in respect of any of said installments for the period from and after the maturity thereof if the date of maturity thereof is not a business day and said installment is paid on the first business day following such date of maturity.

All payments of principal and interest on this Note shall be made at the principal office of Mellon Bank, N.A., Two Mellon Bank Center, Room 325, Pittsburgh, Pennsylvania 15259-0001, in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 6.55% Trust No. 11 - 1993 Series Notes (the "Notes") issued or to be issued under and pursuant to Section 2.10 of that certain Security Agreement - Trust Deed, as amended, dated as of February 1, 1975 (the "Security Agreement"), entered into between Mellon Bank, N.A., a national banking association (the "Secured Party"), and is equally and ratably with said other Notes secured by the Security Agreement.

This Note and the holder hereof are entitled, equally and ratably with the holders of all other Notes, to all of the benefits and security provided for by or referred to in the Security Agreement and all supplemental Security Agreements executed pursuant to the Security Agreement, to which instruments reference is made for a statement thereof, including a description of the collateral, the nature and extent of the security and the rights of the Secured Party, the holder or holders of the Notes and the Trustee in respect thereof. Without limiting the foregoing, for convenience of administering the collateral pursuant to Sections 5.03 and 5.05 of the Security Agreement, this Note has been issued and delivered in connection with Lease Supplement numbered:

This Note is registered on the books of the Secured Party and is transferable only by surrender thereof at the principal office of the Secured Party duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or his attorney duly authorized in writing. Payment of or on account of principal, premium, if any, and interest on this Note shall be made only to or upon the order in writing of the registered holder.

This Note may be declared due prior to its expressed maturity date all in the events, on the terms and in the manner provided for in the Security Agreement. Certain prepayments may be made hereon at the option of the Trustee and certain prepayments are required to be made hereon on the terms and in the manner provided for in the Security Agreement.

It is expressly understood and agreed by and between the Trustee, the Trustor, the Secured Party, the Note Purchasers and any holder of this Note and their respective successors and assigns that neither the Note Purchasers nor the holder of any Note nor the Secured Party, nor the successors or assigns of any of said persons shall have any claim, remedy or right to proceed (in law or in equity) against the Trustee in its individual corporate capacity or against the Trustor or the Agent for the Trustee thereunder, or any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of, the Trustee, the Trustor or the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Trust Estate described in the Trust Agreement; and the Note Purchasers and the holders of the Notes by acceptance thereof waive and release any liability of the Trustee in its individual corporate capacity, the Trustor and the Agent, and any incorporator or any past, present or future

subscriber to the capital stock or stockholder, officer or director of the Trustee, the Trustor and the Agent (except in the case of the Trustee and the Agent for the gross negligence or willful misconduct of the Trustee or, as the case may be, the Agent), for and on the account of such indebtedness or such liability and the Note Purchasers and the holders of the Notes agree to look solely to the Trust Estate described in the Trust Agreement, for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the right of the Secured Party under the Security Agreement to accelerate the maturity of the Notes upon a default thereunder or under the Security Agreement; to bring suit and obtain a judgment against the Trustee on the Notes (provided that neither the Trustee in its individual corporate capacity nor the Trustor nor the Agent, nor any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Trustor or the Agent, shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Trust Estate described in the Trust Agreement and any interest therein of the Trustee, the Trustor or the Agent) or to foreclose the lien of the Security Agreement; provided further, that nothing in this paragraph shall be construed to limit in scope or substance any representation, warranty or agreement of the Trustee or the Trustor which pursuant to the express terms of the Trust Agreement is made by either of such parties in its individual capacity.

This Note shall be governed by and construed in accordance with the laws of the State of Illinois.

TRUST COMPANY FOR USL, INC.,  
Trustee under Trust Agreement  
dated as of February 1, 1975

By \_\_\_\_\_

Its \_\_\_\_\_

SECURED PARTY'S CERTIFICATE

This is one of the Notes of the series designated herein, referred to in the within-mentioned Security Agreement.

Dated: July 30, 1993

MELLON BANK, N.A.,  
as Secured Party

By: \_\_\_\_\_  
Authorized Officer

**NOTICE:**

**THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED OR SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.**